Eau Claire Press Company *and* General Drivers and Helpers Union, Local 662, affiliated with International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case 18-CA-6590

March 19, 1982

DECISION AND ORDER

BY MEMBERS FANNING, JENKINS, AND ZIMMERMAN

On July 2, 1981, Administrative Law Judge Almira Abbot Stevenson issued the attached Decision in this proceeding. Thereafter, the Charging Party filed exceptions and a supporting brief, and Respondent filed an answering brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt her recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the Respondent, Eau Claire Press Company, Eau Claire, Wisconsin, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order.

DECISION

STATEMENT OF THE CASE

ALMIRA ABBOT STEVENSON, Administrative Law Judge: This case was heard in Eau Claire, Wisconsin, on May 1, 1981. The charge was served on the Respondent on March 3, 1980; the complaint was issued on August 22, 1980, and amended on April 14, 1981. The Respondent duly answered the complaint as amended.

The issues are whether or not the Respondent violated Section 8(a)(1) of the National Labor Relations Act, as amended, by interrogating Diane Anger, creating the impression that employees' union activities were under surveillance, and instructing her to stop the Union's organizational campaign before the election was held; and whether it violated Section 8(a)(3) and (4) of the Act by discharging Anger because of her union activities and because she testified at a representation case hearing.[1] For the reasons given below I conclude that the Respondent committed only the 8(a)(1) violations.

Upon the entire record, my observation of the demeanor of the witnesses, and the briefs submitted by the General Counsel and the Respondent, I make the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

I. THE UNFAIR LABOR PRACTICES[2]

A. *Introduction*

The Respondent is engaged at Eau Claire, Wisconsin, in publishing a daily newspaper. Charles Graaskamp is general manager. Distribution is the responsibility of Ralph Long, circulation manager, to whom Paul Kerrigan, district manager, reports. I find that they are supervisors and agents of the Respondent.

On October 22, 1979, the Union filed a petition in Case 18-RC-12449 for an election among the Respondent's route drivers. On November 7, 1979, a hearing was conducted on the issue of whether or not long haul, motor route, and relay route drivers are independent contractors as the Employer contended, or whether they are employees appropriately includable in the unit with the local (city) drivers as the Union contended. On November 23 the Acting Regional Director issued a Decision and Direction of Election finding the disputed classifications to be employees and not independent contractors, and directed an election in an appropriate unit of all full-time and regular part-time circulation department drivers, including local, long haul, relay route, and motor route drivers. The election was held on December 21; the vote was 10 for and 9 against the Union with 1 challenged ballot. The Employer filed objections to the election. In a Supplemental Decision and Order issued on February 5, 1980, the Regional Director sustained the challenge and the objection, set aside the election, and ordered that a new election be held.[3]

Diane Anger was hired by the Respondent in May 1978 as a city (or local) driver and she drove a company-owned distribution truck until August of that year. In August 1978, Anger became one of three long-haul drivers delivering bundles of newspapers to carriers, vendors, and retail outlets outside the city of Eau Claire in their own vehicles. Her immediate supervisor was District Manager Paul Kerrigan.

Anger attended the first union organizational meeting in October 1979 and signed an authorization card. She was admittedly known by Kerrigan and Long to be an active advocate of the Union, Long considering her a yes vote in the coming election. Along with drivers Jeffrey Soller and Daniel Spanel, she testified for the Union in the representation case hearing on November 7, 1979.

B. *The 8(a)(1) Violations*

1. The complaint alleges in effect that, at the beginning of December 1979, District Manager Paul Kerrigan in-

[1] No issue is presented as to jurisdiction or labor organization status. Based on the allegations of the amended complaint and admissions in the answer, I find that the Respondent is an employer engaged in commerce and the Charging Party Union is a labor organization.

[2] Except where credibility is specifically discussed, the facts are substantially undisputed.

[3] No new election will be held until final disposition of this proceeding.

terrogated Diane Anger about her union activities. The Respondent denies that the conversation was coercive.

In early December, before the election, Anger approached Kerrigan to protest what she considered to be a proposed change in her job duties. Anger informed Kerrigan that the Union told the employees they did not have to do anything they had not been doing before the advent of the Union. Kerrigan then asked Anger [what she expected to get from the Union] if they had one. Anger mentioned vacation benefits. Kerrigan said there would be no way to figure vacation pay for employees like her who are paid on a mileage basis; Anger responded that he would have to find some way to figure it out; and Kerrigan commented, "Well, we will just see about that."[4]

I find no merit in the Respondent's contention that this conversation was not coercive. In view of my findings below, it was not isolated, and the fact that it was Anger who introduced the Union into the conversation does not lessen the coerciveness of Kerrigan's remarks. The Board has recently ruled, with respect to questions such as that asked here as to what an employee thinks the union would do for employees or what it would accomplish,

> . . . inquiries of this nature constitute probing into employees' union sentiments which, even when addressed to employees who have openly declared their union adherence, reasonably tend to coerce employees in the exercise of their Section 7 rights. We have further found such probing to be coercive even in the absence of threats of reprisals or promises of benefits. The type of questioning at issue conveys an employer's displeasure with employees' union activity and thereby discourages such activity in the future. The coercive impact of these questions is not diminished by the employees' open union support or by the absence of attendant threats.[5]

I therefore find that District Manager Paul Kerrigan coercively interrogated Diane Anger about her union activities and I conclude that the Respondent thereby violated Section 8(a)(1) as alleged in the complaint.

2. The complaint alleges in effect and the answer denies that on December 17, 1979, Circulation Manager Ralph Long interrogated Diane Anger, created the impression that employees' union activities were under surveillance, and instructed Anger to stop the Union's organizational campaign before the election was held.

According to Diane Anger's credited testimony, on December 17, 4 days before the election, Circulation Manager Long called Anger into his office where District Manager Kerrigan was also present and said he wanted to talk to her "about the election or the vote that was going to be held Friday." The ensuing conversation was in part as follows:

> Mr. Long said to me, "I know you're the one behind this, who started this, and you can stop it before the election goes through." I told him that, "No, I am behind it 100 per cent." Mr. Long then said, "Well, O.K., what do you expect to get; what has the union promised you?" I said, "Well, they haven't promised me anything. All they have done is told me can [sic] and cannot do."
>
> Then Mr. Long said, "Well, just what do you want?" And I said, "Well, I would like to get a few vacation benefits and sick pay if I'm sick." And Mr. Long then said, "Well, if you would have come to me sooner with this, maybe I could have done something about it."

The interview ended with Long's telling Anger, "Well, as far as I'm concerned the negotiations will never go through," and Anger's responding, "Well, we will just wait and see how Friday turns out."[6]

I agree with the Respondent that by her own account, set forth in part above, Anger does not seem to have been intimidated by these remarks of Long's. But, as the General Counsel points out, that is not relevant. The Board, citing *Hanes Hosiery, Inc.*, 219 NLRB 338 (1975), recently reiterated,

> We long have recognized that the test of interference, restraint, and coercion under Section 8(a)(1) of the Act does not turn on Respondent's motive, courtesy, or gentleness, or on whether the coercion succeeded or failed. The test is whether Respondent has engaged in conduct which reasonably tends to interfere with the free exercise of employee rights under the Act.[7]

And the Board has held that remarks of the kind made here have such a tendency.

Accordingly, I conclude that the Respondent violated Section 8(a)(1) in this interview by Circulation Manager Long's coercive interrogation of Diane Anger, asking her what she expected to get from the Union and what the Union had promised her;[8] creation of the impression that employees' union activities were under surveillance, telling her he knew she was the one behind the Union who started the union activity;[9] and suggestion that she stop the union activity before the election was held.[10]

3. The complaint alleges in effect, and the answer denies, that on January 18, 1980, Circulation Manager Long threatened Diane Anger with severe disciplinary action if she continued to talk about the Union.

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[4] Based on an amalgamation of the accounts given by Anger and Kerrigan which do not vary substantially with regard to this issue, and the probabilities in light of the whole record.

[5] *PPG Industries, Inc., Lexington Plant, Fiber Glass Division*, 251 NLRB 1146, 1147 (1980).

[6] Circulation Manager Long admitted calling Anger in for a talk about the Union on December 17 and agreed in part with her version of the discussion. Where his account varied from hers he seemed unsure of himself and was therefore unconvincing, and I cannot credit him in those respects. Kerrigan, although present, could not remember what was said at the interview.

[7] *Norton Concrete Company of Longview, Inc.*, 249 NLRB 1270, 1274 (1980).

[8] *PPG Industries, Inc., Lexington Plant, Fiber Glass Division, supra.*

[9] *Sentry Investigation Corp.*, 249 NLRB 926, 931 (1980).

[10] See *Magnesium Casting Company, Inc.*, 250 NLRB 692 (1980); *Oregon State Employees Association*, 242 NLRB 976 (1979).

Lawrence Gorton is a city driver with additional duties in the circulation department. Don Milner is a nonsupervisory, nonunit employee in the circulation department who is considered "the second man in the mailroom under [the] mailroom foreman." After the election Gorton informed Diane Anger, in the mailroom, that Milner had told him his additional duties in the circulation department were to be taken away "because of the union." Anger responded that Milner was not Gorton's boss and he did not have to take orders from Milner; that the Union had said the Employer "couldn't change jobs like that"; and that Gorton should continue the same work until his boss told him otherwise.

The gist of this conversation was reported to Long by an employee who overheard it. Long then asked Gorton if he and Anger had "talked about the union on company property," and informed Gorton it was his obligation to obey Milner's instructions. On January 18, 1980, Long sought out Anger and informed her she had no right to interfere between Gorton and Milner. Anger started to explain what the Union had told the employees about job changes when Long interrupted with, "I don't care what the union said." Anger protested that neither she nor Gorton was working at the time of their conversation, but Long stated,

> I don't care. As long as you are in this building and on these grounds, you will not say anything to anyone about the union again or I will take action against you.[11]

It has long been recognized that employees have the right, under Section 7 of the Act, to engage in union activity and discussion on their employer's premises during nonworking time,[12] and that a threat of discipline for engaging in such protected activity on the premises without regard to working or nonworking time is a violation of Section 8(a)(1).[13]

I do not agree with the Respondent's contention that Long's remarks to Anger should not be considered a threat because his main concern was Anger's interference in circulation department work procedures. Clearly it was talking about the Union on the Employer's premises which would result in Long's "tak[ing] action against" Anger. I find that Long's statement to Anger quoted above constituted a threat, and I conclude that the Respondent thereby violated Section 8(a)(1) of the Act.

C. *Alleged 8(a)(3) and (4) Violation*

The complaint alleges that the Respondent discharged Diane Anger on February 21, 1980, because she supported the Union and because she testified at the representation case hearing. The Respondent contends she was discharged because she failed to provide a substitute driver for an indefinite leave of absence caused by an on-the-job injury.

Two weeks or so beforehand, Anger injured her back unloading bundles of newspapers on her route and was unable to work from February 7 to February 13, 1980. Anger procured her own substitutes, her husband taking her route for part of that time, and George Myers, who had retired from the same route, taking it for the rest of the time. On February 8, Anger telephoned Circulation Manager Long and asked him if he would pay Myers directly for his work instead of paying Anger and leaving it up to her to pay Myers. Long refused.

On Wednesday, February 20, 1980, Anger's last day of employment by the Respondent, she injured her back at work again. She finished her route, returned home, and telephoned a physician who advised her to take pills, apply heat, and stay in bed. At her request, her husband, Terry Anger, called District Manager Kerrigan and and told him that Anger had injured her back and her physician had stated she would be unable to work for an indefinite period of time. Kerrigan asked Terry Anger if he would be taking the route; he replied he would not because he was scheduled to attend school at that time of day. Kerrigan asked if George Myers would be taking the route; Terry Anger replied no, Myers was going on vacation. Kerrigan then asked who would be taking the route and Terry Anger said that would be Kerrigan's responsibility. Kerrigan stated it was Diane Anger's responsibility, and Terry Anger said it was his wife's route and he was just passing information along from her. Kerrigan then said, "I'll take it from there."

Kerrigan went to his office and typed up the following note for Long:

> Terry Anger just called me and said that Diane just re-hurt her back and would not be able to do the route for an *indefinite* period. He said he had school and would not be able to do it either.

The next morning, Thursday, February 21, Long and Kerrigan discussed the matter and, after reviewing Anger's testimony at the representation case hearing to satisfy himself that Anger was aware of her obligation to provide a substitute, Long decided that Anger had given up her route. Long directed Kerrigan to advertise the route as soon as possible, but shortly thereafter recalled that James Luginbill, a motor route driver making deliveries in the city, had expressed interest in obtaining a long haul route. Long offered Luginbill Anger's route, telling him Anger had quit, and Luginbill accepted the job on February 23.

On Friday, February 22, Anger saw the advertisement of her route in the newspaper, and unsuccessfully attempted to reach Kerrigan by telephone at the office twice that afternoon. At 6 p.m. she called his home and left a message with his wife to have him call her. On Saturday she called Kerrigan's home again but his wife said he could not come to the telephone and that Anger should call on Monday. Anger replied "to either have him call or the next person he would talk to would be my lawyer" because "they are advertising for my route and I didn't quit."

On Monday, February 25, Anger went to Long's office and presented him with a note from her physician

[11] Based on the corroborative testimony of Gorton and Anger, and admissions against interest in Long's pretrial affidavit which he acknowledged but attempted to avoid on the witness stand.

[12] *Republic Aviation Corporation* v. *N.L.R.B.*, 324 U.S. 793 (1945).

[13] *Carolina Canners, Inc.*, 213 NLRB 37, 42 (1974); *Grede Foundries, Inc.*, 205 NLRB 39, 46 (1973).

stating, "Not able to return to work as of back pain," telling him she had not quit. Long informed her it had been her responsibility to provide a substitute in her absence and her failure to do so indicated she had abandoned her route. He took out a copy of the transcript of the representation case proceeding and read her testimony and told her it established that she knew she had to provide her own substitute. Anger responded that her testimony applied only to breakdowns and not to injuries. Long asked what Anger expected the Company to do when it had a truckload of newspapers to go out every day and she failed to show up or provide a replacement to deliver them. Anger in turn asked Long what he expected her to do, as she was injured and unable to work.

A month later, on March 25, Anger visited the plant again and finding Kerrigan absent, left another note by her physician dated March 24 to the following effect:

> Diane Anger may return to work as of tomorrow, however she should not do heavy lifting (over 25#).[14]

In my opinion the following facts establish for the General Counsel a *prima facie* case that antiunion considerations were a motivating factor in Anger's discharge: (1) Anger was an active advocate of the Union. (2) Management was aware of her union activity and considered her a yes vote. (3) Management coercively interrogated Anger on two separate occasions by asking her what she expected to gain from a union victory. (4) Management informed Anger it held her responsible for the advent of the Union and suggested that she put a stop to it, a suggestion which she rejected affirming instead her loyalty to the union cause. (5) Management threatened Anger with disciplinary action if she continued to discuss the Union on company premises. (6) The record also shows that Circulation Manager Long revealed his resentment toward Anger, after she reported his threat of disciplinary action to the Union's vice president who protested to the Respondent's attorney, by refusing on one occasion to talk to her because "every time he did he heard back from it." (7) The discharge occurred after the election had been set aside and while a new election was pending.

This evidence demonstrates the Respondent's union animus and its hostility toward Anger for her protected conduct in supporting the Union's cause, and the timing of the discharge suggests a causal relationship between the two.[15]

The General Counsel further contends that the Respondent had no policy of requiring long-haul drivers to provide their own substitutes when unable to work because of on-the-job injuries and, presumably, that the reason advanced by the Respondent for its discharge of Anger was therefore a pretext.

The evidence establishes that the Respondent has never published to its drivers any rule with respect to providing substitutes. All witnesses agreed, however, that it is the Respondent's policy and practice to provide substitutes when its city drivers, who operate trucks owned by the Respondent, are absent for any reason. Three management witnesses, General Manager Charles Graaskamp, Circulation Manager Long, and District Manager Kerrigan, testified that it has been company policy for many years[16] to require all drivers who drive their own trucks, including long-haul drivers such as Diane Anger, to provide their own substitutes whenever they cannot work their routes for any reason.[17] Long explained that part and parcel of this basic policy is the concomitant policy of paying long haul drivers for trips made by their substitutes, the Respondent taking no part in paying substitutes, leaving their pay to be arranged between the substitute and the driver. Diane Anger admitted that this "might have been the custom" at Eau Claire Press.

Anger testified that, when she changed from city driver to long-haul driver, no one in management told her there was any difference between the two jobs with regard to substitutes, and there is no evidence to the contrary. However, she admitted that since becoming a long-haul driver in 1978 she has procured her own substitutes whenever she could not take her route because of breakdowns or illnesses, using as replacements her husband and George Myers; and that the Respondent paid her on all those occasions and she paid her replacements. As found above, she obtained the same substitutes to cover her absence because of the same kind of on-the-job injury only a week or two before her discharge, and Long refused her request to pay Myers directly.

Anger also admitted that she knew it was her obligation to provide her own replacement in case of a breakdown. She asserted, however, that this policy did not apply if she was injured on the job. She formed this impression, she said, because management provided a replacement for motor route driver Jeffrey Soller when he missed 3 months' work in 1976 because he broke his neck in a motorcycle accident. Long and Kerrigan had no knowledge of the incident, which occurred before their, and Anger's, employment by the Respondent.

Long conceded he had arranged for substitutes on two occasions—once for Soller when he was too ill to drive

[14] These facts are based on an amalgamation of the testimony of the witnesses to these events. Where accounts differ, I have considered relative candor and recall, corroboration, and the probabilities. Although Long testified that drivers consistently carry loads heavier than 25 pounds, the Respondent does not rely on Anger's inability to do so as a reason for her discharge.

[15] I find that the record fails to support the General Counsel's contention that Anger's testimony at the representation case hearing played a part in the Respondent's decision to discharge her. Although the Acting Regional Director relied to some extent on Anger's testimony in finding, contrary to the Respondent's contention in that proceeding, that long-haul drivers are employees and not independent contractors, Circulation Manager Long testified that her testimony did not differ substantially from his, and there is no evidence contrary to this in the record and no indication that any member of management referred to her testimony in any derogatory manner. In these circumstances, I credit Long that he felt she testified accurately and that neither he nor General Manager Graaskamp harbored any resentment against Anger because of her prior testimony. I recommend that the 8(a)(4) allegation be dismissed.

[16] Graaskamp testified this policy has been in effect since 1970. Long and Kerrigan testified the policy was in effect since before they were hired by the Respondent in 1978 and 1977, respectively.

[17] Kerrigan testified that his predecessor, District Manager Ramsdell, told him that in a dire emergency he could provide long-haul drivers some names of possible substitutes they could contact. It is clear, however, that Anger did not make such a request.

or to obtain a replacement in 1978 (Soller placed the occasion in 1979), and once for long-haul driver Wayne Gullickson when his vehicle was severely damaged in a blizzard. Long distinguished those occasions on the ground that only 1 day's absence was involved in each of them, whereas Anger's absence was for an indefinite period of time. Anger apparently was unaware of those incidents.

Anger's relevant testimony at the representation case proceeding was as follows:

> Q. Isn't it a fact that for health reasons, recently, you had to take a week off?
>
> A. Yes.
>
> Q. Isn't it also a fact that you got your own substitute and during that week you were paid and you had made your own arrangements to pay the sub?
>
> A. Yes.
>
> * * * * *
>
> Q. If you had a breakdown on your route who would you call to rectify the problem?
>
> A. Probably my father.
>
> Q. So you would have to make arrangements for the deliveries of the paper then?
>
> A. Yes.
>
> * * * * *
>
> Q. When you have been absent other times has there ever been an instance when the company has obtained a substitute for you?
>
> A. When I was driving the company truck there was.
>
> Q. The company provided a substitute for you?
>
> A. Yes. My district manager took a run for me.
>
> * * * * *
>
> Q. . . . If you were driving a company truck today, in answer to the question that the Examiner asked you, what would you do and who would you call in the event of a breakdown? You would probably call the company, rather than your father, wouldn't you?
>
> A. Yes, I would.
>
> * * * * *
>
> Q. . . . If you could not contact your father what would you, then, do?
>
> A. Then I would have to call the company, call my manager.
>
> Q. Have you ever done so, had occasion to do so?
>
> A. No, I never have.

Anger declared to Long on February 25, and at this hearing, that she did not refer to job injuries in her representation case testimony, but the above excerpt shows that she did refer to her recent absence "for health reasons" which was in fact due to an on-the-job injury.

I find that the above evidence preponderates in favor of the Respondent's policy contention. Although such a policy was never published in writing to the employees, Anger conceded that such practice was followed by the Company, and by herself up until February 20. Moreover, her testimony at the representation case hearing conformed with the existence of such a policy, as did Long's refusal of her February 8 request that he pay her replacement directly. Anger's attempts to establish that any such policy applied only to breakdowns and not to on-the-job injuries was unconvincing. Thus, she said she was never told the policies were different for long haul drivers and city drivers, and yet she conceded she knew they were different with respect to obtaining substitutes for breakdowns. And the 3-month replacement of Soller had occurred 4 years before her discharge before she, Long, or Kerrigan had been hired, and was not, in any event, due to an on-the-job injury. I noted also that the Acting Regional Director, in his Decision and Direction of Election of November 23, 1979, based on the hearing at which Anger testified, found that,

> . . . if long haul drivers cannot perform their own deliveries, they must provide substitutes, who are paid under arrangements made between the driver and the substitutes. These substitutes are chosen by the driver, with the Employer's only requirement being that they be safe drivers.

As, therefore, the purported policy advanced by the Respondent did in fact exist and as the record shows that the Respondent did in fact rely on the policy in effecting Anger's discharge, I find that it was not a pretext. As I have found that Anger's protected conduct was a motivating factor in her discharge, this, then, is what the Board refers to as a "mixed motive" discharge, and it is the Respondent's burden to show that it would have discharged Anger even in the absence of any protected conduct.[18]

There is no doubt that Anger failed to supply her own replacement as required by the rule. Moreover, although Kerrigan refused to return Anger's calls and no one in management attempted in the usual sense to obtain her views before the discharge decision was made, Kerrigan expressed concern to Anger's husband (and agent for this purpose) over who would make her deliveries and did inform him it was Anger's responsibility to provide her own substitute, only to meet with indifference and denial. Thereafter, when Anger's views were made known to Long, they consisted of another attempt to avoid responsibility for providing her own replacement contrary to management's reasonable interpretation of her previous testimony and her own practice, that she knew it was her responsibility, and a protest that she had not quit, contrary to management's reasonable view that absence for an indefinite period without a substitute was tantamount to abandonment of the route.

I do not think that management's haste in permanently replacing Anger is significant in circumstances where, as Long explained, "we had a truckload of papers to go out

[18] *Wright Line, a Division of Wright Line, Inc.*, 251 NLRB 1083 (1980).

every day and she had no substitute to deliver them." Nor can I agree with the General Counsel that the Respondent treated Anger in a disparate manner. Only two exceptions to the rule, other than the old one discussed above, were shown, and management's replacement of drivers for 1 day on each of those occasions is not comparable to replacing or finding a replacement to cover a long-haul route for an indefinite period of time, a factor which Kerrigan stressed in his note to Long written immediately after his conversation with Anger's husband.

In all the circumstances, therefore, including Anger's failure to supply a substitute for an indefinitely long absence, her husband's indifference and denial of Kerrigan's forewarning, the lack of substance in her protests, the reasonableness of the Respondent's haste in replacing Anger, and the absence of disparate treatment, I find that as testified to by Circulation Manager Long and corroborated by District Manager Kerrigan the Respondent would have discharged Anger for being absent an indefinite period of time without providing a replacement to deliver newspapers on her route, even if she had not engaged in union activity. Accordingly, I conclude that the 8(a)(3) allegation should be dismissed.[19]

THE REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, I recommend that it be ordered to cease and desist therefrom and from any like or related unfair labor practices. I also recommend that the Respondent be ordered to take certain affirmative action necessary to effectuate the policies of the Act.

Upon the foregoing findings of fact and conclusions of law and the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[20]

The Respondent, Eau Claire Press Company, Eau Claire, Wisconsin, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Coercively interrogating employees about their union activities; conveying the impression that employees' union activities are under surveillance; suggesting that employees stop the union activity before an election is held; or threatening employees with disciplinary action if they discuss the Union on company premises.

(b) In any like or related manner interfering with, coercing, or restraining employees in the exercise of rights guaranteed by Section 7 of the National Labor Relations Act.

2. Take the following affirmative action designed to effectuate the policies of the Act:

(a) Post at its Eau Claire, Wisconsin, place of business copies of the attached notice.[21] Copies of said notice, on forms provided by the Regional Director for Region 18, after being duly signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notices are not altered, defaced, or covered by any other material.

(b) Notify the Regional Director for Region 18, in writing, within 20 days from the date of this Order, what steps have been taken to comply herewith.

IT IS FURTHER ORDERED that all violations alleged in the complaint but not specifically found herein be dismissed.

[19] *Peavey Company* v. *N.L.R.B.*, 648 F.2d 460 (7th Cir. 1981).

[20] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[21] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

WE WILL NOT coercively interrogate employees about their union activities; convey the impression that employees' union activities are under surveillance; suggest that employees stop the union activity before an election is held; or threaten employees with disciplinary action if they discuss the Union on company premises.

WE WILL NOT in any like or related manner interfere with, coerce, or restrain employees in the exercise of rights guaranteed by Section 7 of the National Labor Relations Act.

EAU CLAIRE PRESS COMPANY